

COURT PUBLICITY AT ROUND TABLE SCANDAL TRIAL

Count Von Moltke and Editor Harden Join in Asking That Hearings Be Open.

WOMEN WANT TO HEAR.
Sensational Case in Which Titled Germans Are Smirched Under Way in Berlin.

BERLIN, Dec. 18.—Maximilian Harden was haggard and worn and his face paled and flushed alternately when he appeared before the Criminal Court today and took his place in the dock to answer the accusation brought by the State that he had defamed Count von Moltke, Count Kuno von Moltke, but against the interests of society in writing in the Zukunft of Von Moltke, Prince Philip zu Eulenburg, Gen. Count Wilhelm von Helldorf and others in the manner in which he did.

Harden smiled wearily as he acknowledged the volubility of the bailiff in helping him remove the fur coat in which he was wrapped. The President of the court inquired courteously if Harden felt strong enough to follow the proceedings, "I hope so," replied Harden. The President then invited him to leave the prisoners' bench and take a more comfortable chair next to the attorneys. The bailiff spread out Harden's fur coat on the chair in order to make him as comfortable as possible. The prisoners were shaken from time to time with fits of coughing, which he tried in vain to suppress. Dr. Marx, Harden's physician, said when Harden got up this morning that he absolutely disapproved of his appearing in court, and disavowed all responsibility on the effect on Von Moltke looked to be in much better health than when he was in court last Monday. He now and then glanced intently at Harden, but the prisoner paid no attention to him. He listened languidly to the arguments of the lawyers concerning the jurisdiction of the court, and after a half hour, counsel for Harden moved that the proceedings be quashed on the ground that a person could not be tried in two courts at the same time. By reason of the appeal and the subsequent process of the proceedings in the municipal court, counsel declared, had not yet come to an end.

The attorney for the State Dr. Isenbhel, held that he had the legal right to bring the case before the Criminal Court in spite of the fact that he had refused to institute the prosecution of Harden before Von Moltke began his private complaint on the ground that the interests of the State were in no wise concerned. During the hearing of the private suit representatives of the Ministry of Justice, Second Division, the interests of the public were affected, and he now brought this prosecution in order to protect these interests.

As the hearing progressed a number of women spectators were admitted to the crowded courtroom. Fifty or sixty newspaper men representing the press of North America and Europe had prominent seats.

At the conclusion of the arguments of counsel the judge announced that the case would be continued until the afternoon of December 21, at which time the defense at once entered an exception. The President of the Court, who had been expected to continue the case, declared that he would not do so, and that the case should be continued in public. Dr. Isenbhel and Dr. Seif, for Von Moltke, and Herr Bernheim, for Harden, declared that they and their clients desired the fullest publicity. Dr. Isenbhel reserved the right to ask that the public be excluded during the taking of testimony relating to shameful facts.

The indictment against Harden was then read by the first assistant judge. It is a long document covering Harden's political articles in the Zukunft for a period of several months. Following the procedure of German courts the president questioned Harden as to what he meant by his articles in the Zukunft. Harden replied that he had written them in the interests of the land he lived in and the land he loved. He said he had no intention of libeling Von Moltke. He considered the influence of Prince zu Eulenburg to be a harmful and he sought to remove it. Here the president checked Harden and pointed out that he was disagreeing with the prosecution charged him with accusing Von Moltke of nervous debility and habits.

Thrust at Von Moltke.

The president of the court then went over each article written by Harden and argued with him in an effort to show him how his references to the friendship between Von Moltke and zu Eulenburg might have been misunderstood. Harden explained with vehemence that he had not intended his articles to be misinterpreted, and he declared that they must be read in their entirety in order to perceive their political objects.

The president remarked that the public was incapable of distinguishing between the articles in the Zukunft and the epithets used by the prisoners. The president referred to Harden's statement that he mocked the friends of zu Eulenburg.

"You," replied Harden, "mockers is a fair weapon, since where would the world's great satirists be if they were not mockers?"

In the course of his explanation Harden said that he had no desire to call witnesses to prove that Von Moltke was abnormal.

"I have a definite conviction," the prisoner said, "I have said nothing untrue. The articles I wrote, and if the court assumes that they are defamatory I am here to bear any penalty."

Dr. Isenbhel asked if Harden had meant to express esteem or contempt for Von Moltke, or if he had accused Harden of expressing esteem.

At this stage of the proceedings Harden began to show signs of extreme weariness, and the President declared that the court would adjourn until tomorrow. The session today lasted six hours.

ADVICE BY KING EDWARD.
PARIS, Dec. 18.—A Lisbon despatch says Queen Amelie, who recently returned from London and Paris, took to King Charles a letter from King Edward giving it as his opinion that the dictatorship endangers the crown.

DISCOUNT RATE STANDS.
LONDON, Dec. 18.—The rate of discount of the Bank of England remained unchanged today at 7 per cent.

TWO "WIDOWS" IN COURT FIGHT FOR A MILLION

Kiley Failed to Keep Alleged Contract With Woman Wed in Indiana.

The weird matrimonial romance of the late Thomas W. Kiley, a millionaire hardware manufacturer, who died at his home, No. 20, Jefferson avenue, Brooklyn, Jan. 10 of this year, was revived in the Kings County Supreme Court, when Justice Crane today began hearing evidence in the suit of Mrs. Flora A. Kiley, of No. 20, Brooklyn avenue, for the specific performance of an alleged contract made by the deceased.

Kiley had known Mrs. Kiley from her childhood, and he befriended her. He did not tell her, it is claimed, that after the death of his first wife he had married his brother's widow. This wedding he kept a secret.

Three years ago the real Mrs. Kiley was believed to be dying. About the same time Kiley met West, taking Mrs. Kiley with him. At a small town in Indiana he induced her to marry him, believing, as he afterward confessed, that his other wife would be dead and buried by the time he got back from the West.

But instead of dying, Mrs. Kiley recovered. For months Kiley maintained two households, one in Brooklyn, and one in Indiana. He spent the time in one house and the rest of the time in the other.

Mrs. Kiley now claims that on Nov. 21, 1906, after the settlement of an action she brought, Kiley entered into a contract by which he agreed to give her the bulk of his estate after he had made bequests to members of the family. But while the marriage with West, which was made in Indiana, was still in force, Kiley was not free to make such a bequest.

Justice Crane today began hearing evidence in the suit of Mrs. Flora A. Kiley, of No. 20, Brooklyn avenue, for the specific performance of an alleged contract made by the deceased.

Justice Davis Continues Temporary Injunction Against Police Interference.

The motion of Charles O. Maas, attorney for the Association of Ballroom Proprietors, to make permanent the temporary injunction forbidding the Police Department from interfering with balls and parties at Terrace Garden, Harlem Casino, Manhattan Casino and twelve other public ballrooms on Sunday nights, was argued today before Justice Davis. In the Supreme Court. The temporary injunction was continued until Monday, when briefs will be submitted by Mr. Maas and Assistant Corporation Counsel Terence Farley.

Mr. Maas contended that interference by the police was an invasion of property rights.

"Contracts have been entered into by the proprietors of these ball rooms with charitable and kindred organizations," he said, "under which dances are to be given on Saturday and Sunday nights for several weeks. If the police interfere it will result in loss to the proprietors, who will be liable for heavy damages for breach of contract."

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DANCING HALLS MAY BE OPENED NEXT SUNDAY

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SHOT THIEF IN BACK AS HE FLED AFTER ARREST

Policeman Declares He Meant to Fire in Air, but Bullet Brought Man Down.

Shot in the back, by a policeman while fleeing from arrest after he had caught robbing a woolen factory at No. 435 Marcy avenue, Williamsburg, a nineteen-year-old youth, who said he was Samuel Parks, of No. 208 Clermont avenue, Brooklyn, was dying in the Cumberland street hospital early today.

Where the shooting occurred is a street car transfer point, and a number of men and women were waiting for cars just before midnight when Policeman George F. Jackson, of the Vernon avenue station, tried to capture Parks and two companions. Several shots were exchanged and the crowd dodged in hallways or ran away.

Thomas Cardin, of No. 51 Hopkins street, saw men entering the factory of the Empire Woolen Company and went to find a policeman. He met Jackson, and the two went to the scene. Jackson says they found the trio carrying out huge bundles of woollens and depositing them in a wagon on Flushing avenue.

They watched the three men make two trips to be sure they were thieves, then, as they started back to the factory for another load, Jackson drew his revolver and arrested them.

Taken by surprise the three stood a second, when one of them started to run. Stop or I'll shoot! Jackson yelled.

Two of the three flared pistols and cut loose at Jackson and Cardin. The latter was not armed, it was said, and got to cover quickly. Jackson pursued two of the thieves toward the car transfer point, where he fired a shot in the air to frighten them. Again a bullet whizzed by the policeman's head, and again he fired.

A man fell as the little crowd of late trolley passengers were fleeing from behind various building places. When Jackson reached the prostrate man he was unconscious. Dr. Cardin was called from the Cumberland street hospital. He succeeded in reviving the wounded youth, who gave his name and address. Parks lapsed into coma before he reached the hospital. The wound was found to be most serious, and he was rushed to the operating table.

The Connecticut courts, he said, "have given a comprehensive definition of 'sport,' making it cover not only field sports but all other means of recreation, even including a game of billiards."

According to Justice O'Grady's opinion in the Hammerstein case, section 23 of the Penal Code is designed to prohibit all labor on Sunday excepting the exercise of industry and charity. Necessarily, some labor is required to sell tickets, and produce the musical motive to the dancers. These are not works of necessity or charity."

The memorandum of Corporation Counsel filed today in the case of the roller-skating rink contends that roller-skating is a "public sport" and as such distinctly prohibited by Section 23 of the Penal Code, which is the same as those which are prohibited by the same section in both classes of cases will be delayed over Monday Sunday.

PRICE OF SILVER UP.
LONDON, Dec. 18.—The price of silver, in which there has been a heavy slump recently, advanced 116-1/2 to 125-1/2 today, on a few buyers covering. This advance is not regarded by some as indicative of the true position of the market; they describe it as artificial. Silver has advanced 1/2 cent at 100, and 1/4 cent at 100, at the closing quotations was 125-1/2 for spot and 125-1/2 for future delivery.

AM. LOCOMOTIVE DIVIDEND.
The American Locomotive Company declared its regular quarterly dividend today of 1-1/4 per cent on the preferred and 1-1/4 per cent on the common stock.

DURING THE HOLIDAYS
A NEW UPRIGHT
KRANICH & BACH PIANO
for only \$25 advance payment, or a New Grand Piano for only \$50 advance payment and the balance on easy monthly payments.

This price arrangement makes it possible for those who wish to present a piano to some relative or friend to do so in a manner which makes but a slight immediate demand upon the purse.

Those who take advantage of this unusual opportunity will have the added satisfaction of knowing that their gift is conceded to hold first place in the realm of music and has no superior either in musical qualities, in workmanship, in serviceability or in artistic finish.

KRANICH & BACH PLAYER-PIANOS
For the holidays some Kranich & Bach Upright Self-Playing Pianos in special cases are offered at \$75 to \$90 on convenient monthly payments.

KRANICH & BACH
SALE ROOMS
237 East 23rd Street
OLD PIANOS TAKEN IN EXCHANGE IN PART PAYMENT

NOT OPEN EVENINGS.

Blue Transfer Cards Save Time and Worry. If you expect to take your purchases with you shop with a BLUE TRANSFER CARD.

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R. H. Macy & Co.'s Attractions Are Their Low Prices.

Macy's

B'way at 6th Av 34th to 35th St.

Macy's LOW PRICES ARE HISTORICAL. They are based upon CASH BUYING and CASH SELLING on a slender margin of profit. Make price comparisons on holiday gift goods, purely in your own interests, and you will promptly realize this important fact:

Making the Most of Your Holiday Gift Expenditures Is Merely a Matter of Purchasing Your Gifts at MACY'S

Clearance reductions involve various lines of gift goods throughout the store, many in lots too small to advertise. In many instances these reductions make it possible for one to double the value of the gift.

Four Lots of Splendid Umbrellas Underprice

HIGH CLASS Silk Umbrellas—the sort most wanted for gifts. Not in a great many holiday seasons have we recorded an underpricing as noteworthy.

Men's 28-inch Umbrellas, Paragon frames and steel rods; coverings of fine quality taffeta silk; various handles, including sterling silver trimmed buckhorn and natural woods, silver inlaid gun metal, horn and silver, burnt ivory, &c. Value \$5.00.

Men's and Women's 28 and 26-inch Umbrellas, 8 rib frames, with grained steel rods, coverings of extra heavy all silk taffeta, with case and tassels to match; handles varied, including 10 inch gold plate designs, full length sterling silver, gun metal and sterling, sterling etched, &c. Sold elsewhere up to \$10.00.

Men's and Women's 26 & 28-inch Umbrellas, with coverings of finest quality taffeta silk; high grade handles, various designs, in gold plate and sterling silver.

Men's and Women's Umbrellas, coverings of finest quality taffeta silk, very ornate handles—silver deposit on gun metal, handsomely mounted natural woods, ivory, buckhorn, &c.

Above \$9.98—Umbrellas up to \$25.74, that figure commanding the finest Martin English Umbrella we have in stock. Three displays of Umbrellas—Medium and very fine grades on main and second floors; very inexpensive grades in the basement.

Boys' Clothing
Suits, made of chevots and cassimeres, dark and medium colorings; double-breasted, belted suits, with knickerbocker trousers, regular value \$4.00; sizes 7 to 17 years; sale.....\$2.97

Boys' Overcoats, made of fine all-wool kersey, charcoal color of imported astrakhan cloth; sizes 4 to 12 years; special at.....\$6.74

Boys' Overcoats, made of blue kersey cloth, with selected muskrat collar and cuffs, sizes 11 to 16 years; sale.....\$14.74

Best Quality Rubber Footwear:
Typical Macy Values.

In two departments—Men's and Boys' Rubber footwear on the fifth floor; Women's, Misses' and Children's on the second floor.

Impossible to buy better Rubbers—we are sticklers for first quality, and only that sort finds its way into these stocks. Yet we sell these BEST QUALITY Rubbers at prices as low or lower than others ask for inferior grades. Make comparisons—

Men's Storm King Boots, warmly lined, sizes 6 to 11, pair.....\$3.50
Men's Short Boots, 6 to 11 sizes, pair.....\$2.94
Boys' Storm King Boots, sizes 1 to 2, pair.....\$2.49; sizes 2 1/2 to 6, pair.....\$2.94
Men's One-Buckle Arctics, pair.....\$1.44
Men's Four-Buckle Arctics, pair.....\$2.34
Boys' Four-Buckle Arctics, sizes 1 to 2, pair.....\$1.08; sizes 2 1/2 to 4, pair.....\$2.00

Men's Rubbers, all styles; elsewhere \$1.00 a pair; our price.....76c
Women's Storm King Boots, hip length style, sizes 2 1/2 to 6, pair.....\$3.49
Women's Rubber Boots, knee length style, pair.....\$1.89
Misses' Storm King Boots, hip length, sizes 6 to 10 1/2; \$1.69; sizes 11 to 2, pair.....\$2.10
Women's Rubbers, all styles, Cuban and low heels, sizes 2 1/2 to 8, pair.....\$1.53
Misses' Rubbers, sizes 11 to 2, pair.....40c

Phonograph and Record Combination, \$9.94 & \$15.44

Lastingly satisfactory gifts. The Machines are our new "Imperial Princeton," in two sizes, made in one of the country's leading factories. The Records are our new Nassau 10 inch Disc Records, selection to be made from 121 different titles. Let us prove by a demonstration that both machines and records are worthy of our broad guarantee. Prices are extraordinarily low—

Large "Imperial Princeton" and 10 Records.....\$15.44
Small "Imperial Princeton" and 6 Records.....\$9.94

"Nassau" Records, 39c Each, New Titles:

Series "B."

Tenor Solos by Billy Murray.

B. 1—The Sailor's Prayer (sung by Billy Murray).

B. 2—The Old Folks' Home (sung by Billy Murray).

B. 3—The Old Folks' Home (sung by Billy Murray).

B. 4—The Old Folks' Home (sung by Billy Murray).

B. 5—The Old Folks' Home (sung by Billy Murray).

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B. 33—The Old Folks' Home (sung by Billy Murray).